



GAIL FARBER, Director

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
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ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

61 June 14, 2016

LORI GLASGOW
EXECUTIVE OFFICER

June 14, 2016

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVE JOINT COMMUNITY FACILITIES AGREEMENT
FOR THE WILLIAM S. HART UNION HIGH SCHOOL DISTRICT;
THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT;
COMMUNITY FACILITIES DISTRICT NO. 2015-1 OF THE
WILLIAM S. HART UNION HIGH SCHOOL DISTRICT;
BROOKFIELD SOUTHERN CALIFORNIA HOLDINGS, LLC;
AND SYNERGY-BROOKFIELD, LLC
(SUPERVISORIAL DISTRICT 5)
(3 VOTES)**

SUBJECT

This action is to approve the Joint Community Facilities Agreement between the William S. Hart Union High School District; the Los Angeles County Flood Control District; Community Facilities District No. 2015-1 of the Williams S. Hart Union High School District; Brookfield Southern California Holdings, LLC; and Synergy-Brookfield, LLC; to allow certain drainage facilities to be financed by the Community Facilities District No. 2015-1 and ultimately be transferred to, owned, and operated by the Los Angeles County Flood Control District.

IT IS RECOMMENDED THAT THE BOARD ACTING AS THE GOVERNING BODY OF THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT:

1. Find that the proposed action is not a project pursuant to the California Environmental Quality Act for the reasons noted in this letter.
2. Approve the Joint Community Facilities Agreement between the William S. Hart Union High School District; the Los Angeles County Flood Control District; Community Facilities District No. 2015-1 of the Williams S. Hart Union High School District; Brookfield Southern California

Holdings, LLC; and Synergy-Brookfield, LLC. Authorize the Director of Public Works, acting as the Chief Engineer, to execute the Joint Community Facilities Agreement on behalf of the Los Angeles County Flood Control District.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to approve the enclosed Joint Community Facilities Agreement (JCFA) and authorize the Director of Public Works, acting as the Chief Engineer, to execute the JCFA on behalf of the Los Angeles County Flood Control District (LACFCD). This will allow the Community Facilities District No. 2015-1 (CFD No. 2015-1), formed by the William S. Hart Union High School District, to provide financing for storm drain facilities that are proposed to ultimately be transferred to and owned by the LACFCD.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provisions of Operational Effectiveness/Fiscal Sustainability (Goal 1) and Integrated Services Delivery (Goal 3). The recommended actions will help meet these goals by providing for the financing of certain public facilities and their transfer to LACFCD that will have a positive impact on the quality of life and will benefit the community.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The JCFA does not include any financial obligation for the County. The agreement considers the disposition of certain drain improvements, to be known as Miscellaneous Transfer Drain 1793 (MTD 1793), financed by CFD No. 2015-1. If the drain improvements meet LACFCD's standards, MTD 1793 will be transferred to LACFCD and added to its inventory, and the maintenance and operation of MTD 1793 will be performed as part of a routine function of the Department of Public Works using appropriate funds.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The enclosed agreement has been reviewed and approved by County Counsel.

The School District formed CFD No. 2015-1 pursuant to the Mello-Roos Community Facilities Act of 1982 to provide financing for certain public facilities, including MTD 1793 to be included in the development of the Keystone project by Brookfield Southern California Holdings, LLC; and Synergy-Brookfield, LLC; located within the boundaries of the School District and the LACFCD in the City of Santa Clarita.

The Mello-Roos Community Facilities Act of 1982 requires an agreement between any jurisdiction creating a Mello-Roos Community Facilities District and any other jurisdiction that will own or operate the improvements financed through the Community Facilities District. Approval of this agreement will enable the School District to finance drainage facilities through Mello-Roos financing that are proposed to ultimately be owned and operated by LACFCD.

LACFCD will have the authority to inspect construction of the improvements and require compliance with other conditions before the facilities are accepted for LACFCD operation.

ENVIRONMENTAL DOCUMENTATION

As lead agency for the Keystone project, the City of Santa Clarita prepared an initial study and certified a Final Environmental Impact Report for the Keystone project on April 25, 2006, and adopted further addendums for the project as recently as July 2015.

In accordance with Section 15378(b)(2) of the California Environmental Quality Act Guidelines and Section 307 B(3) of the Environmental Reporting Procedures and Guidelines adopted by the Board, the proposed action to approve the JCFA does not constitute a project, and therefore, is not subject to the requirements of the California Environmental Quality Act. The action constitutes a continuing administrative activity that will not result in a potentially significant impact on the environment.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The processing of such JCFAs and maintenance of flood control facilities are under the purview of the LACFCD as routine functions of Public Works.

CONCLUSION

Please return one adopted copy of this letter to the Department of Public Works, Programs Development Division.

Respectfully submitted,

A handwritten signature in cursive script that reads "Gail Farber".

GAIL FARBER
Director

GF:JTW:yr

Enclosures

c: Chief Executive Office (Rochelle Goff)
County Counsel (Mark Yanai)
Executive Office

JOINT COMMUNITY FACILITIES AGREEMENT

by and among

**THE WILLIAM S. HART UNION HIGH SCHOOL DISTRICT,
THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT,
COMMUNITY FACILITIES DISTRICT NO. 2015-1 OF THE
WILLIAM S. HART UNION HIGH SCHOOL DISTRICT,
BROOKFIELD SOUTHERN CALIFORNIA HOLDINGS LLC**

AND

SYNERGY-BROOKFIELD LLC

RELATING TO

**COMMUNITY FACILITIES DISTRICT NO. 2015-1
OF THE WILLIAM S. HART UNION HIGH SCHOOL DISTRICT**

Dated _____, 2016

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I GENERAL PROVISIONS; CONDITIONS PRECEDENT	3
Section 1.1. Recitals.....	3
Section 1.2. Definitions.....	3
ARTICLE II FORMATION OF CFD AND ISSUANCE OF BONDS	4
Section 2.1. Formation of CFD No. 2015-1.....	4
Section 2.2. Issuance and Sale of Bonds.....	4
Section 2.3. Bond Proceeds	4
Section 2.4. Disbursements.....	5
Section 2.5. Responsibility for Line A.....	5
Section 2.6. Responsibility for Debt Service or Special Taxes	5
Section 2.7. Administration of CFD No. 2015-1	5
Section 2.8. Tax Matters	6
Section 2.9. Indemnification	6
ARTICLE III TRANSFER OF MTD 1793 TO LACFCD	6
Section 3.1. Acceptance by LACFCD.	6
Section 3.2. Transfer of Easements.....	7
Section 3.3. Environmental Contamination	7
Section 3.4. Warranty against Defective Work	8
ARTICLE IV TERM AND TERMINATION	8
Section 4.1. Effective Date	8
ARTICLE V ADDITIONAL GENERAL PROVISIONS.....	8
Section 5.1. Recordkeeping	8
Section 5.2. Partial Invalidity.....	8
Section 5.3. Successors and Assigns.....	8
Section 5.4. Notice	8
Section 5.5. Captions	9
Section 5.6. Governing Law	9
Section 5.7. Entire Agreement.....	9
Section 5.8. Amendments	9
Section 5.9. Waiver.....	9
Section 5.10. Cooperation and Execution of Documents	10

Section 5.11. Exhibits	10
Section 5.12. Signatories.....	10
Section 5.13. Execution in Counterparts.....	10

EXHIBITS:

EXHIBIT “A”	PROPERTY DESCRIPTION	A-1
EXHIBIT “B”	MTD 1793 DESCRIPTION.....	B-1
EXHIBIT “C”	PAYMENT REQUEST FORM.....	C-1

**JOINT COMMUNITY FACILITIES AGREEMENT
BY AND BETWEEN WILLIAM S. HART UNION HIGH SCHOOL DISTRICT,
THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, COMMUNITY
FACILITIES DISTRICT NO. 2015-1 OF THE WILLIAM S. HART UNION HIGH
SCHOOL DISTRICT, BROOKFIELD SOUTHERN CALIFORNIA HOLDINGS LLC
AND SYNERGY-BROOKFIELD LLC**

**(Relating to Community Facilities District No. 2015-1 of the
William S. Hart Union High School District)**

This **JOINT COMMUNITY FACILITIES AGREEMENT** ("Agreement") is made and entered into as of the _____ day of _____, 2016, by and among the **WILLIAM S. HART UNION HIGH SCHOOL DISTRICT**, a California public school district organized and operating pursuant to the applicable provisions of the California Education Code ("School District"), **COMMUNITY FACILITIES DISTRICT NO. 2015-1 OF THE WILLIAM S. HART UNION HIGH SCHOOL DISTRICT**, a community facilities district organized and existing under the law of the State of California ("CFD No. 2015-1"), the **LOS ANGELES COUNTY FLOOD CONTROL DISTRICT**, a body corporate and politic ("LACFCD"), and **SYNERGY-BROOKFIELD LLC**, a California limited liability company ("Brookfield"), **BROOKFIELD SOUTHERN CALIFORNIA HOLDINGS LLC**, a Delaware limited liability company ("BSCH"), master developers of certain real property planned for residential development (collectively, the "Property Owner(s)"). The parties hereto may be referred to in some instances as a party ("Party") or parties ("Parties").

RECITALS:

A. The Property Owner and a related entity are the owners of those properties described on Exhibit "A" (the "Property"), which is located within the boundaries of the School District and the LACFCD.

B. The Property Owner desires to develop the Property for residential purposes and has obtained, or will obtain, the necessary development approvals from the City of Santa Clarita ("City") to construct approximately 494 single family detached residential units ("SF/DU") on such property (the "Project"), and has obtained approval from City of and has recorded final tract maps for Tract No. 60428-01 and 60428-02 (which are included within the Project).

C. Development of the Property will require the construction of certain storm drain improvements by Property Owner, to be known as Miscellaneous Transfer Drain No. 1793 ("MTD 1793"). Upon completion of construction, MTD 1793 will be transferred to the City, and City, in turn, proposes to transfer MTD 1793 to the LACFCD for operation and maintenance.

D. Section 13 ³/₄ of the Los Angeles County Flood Control Act provides: "(a) The Los Angeles County Flood Control District may accept a transfer and conveyance of a storm drain improvement or drainage system lying within or outside the territorial limits of the district, if the improvement or system benefits property within the territorial limits of the district, and the governing body of the public agency that has constructed or acquired the improvement or system requests the district to accept the transfer and conveyance of the improvement or system."

E. The LACFCD has approved plans and issued a Flood Control Permit ("PCFL No. 201401221") to the Property Owner for the construction of MTD 1793 to standards and conditions acceptable to the LACFCD.

F. A portion of MTD 1793 ("Line A"), as further described in Exhibit "B", is intended to be acquired by the City with funds of CFD No. 2015-1 to the extent such funds are available pursuant to that certain "School Facilities Funding and Mitigation Agreement" entered into by and between the School District and Synergy-Brookfield, LLC, as amended and supplemented by the Community Facilities District Facilities Funding Agreement entered into by and between the School District and the Property Owner (collectively, "School Facilities Mitigation Agreement").

G. Pursuant to the request of the Property Owner, the Governing Board of the School District has formed CFD No. 2015-1 pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, commencing with Section 53311 of the Government Code of the State of California ("Act"), and the terms and conditions of the School Facilities Mitigation Agreement.

H CFD No. 2015-1 has been established to provide financing, in part, of (i) Line A, pursuant to the Act, (ii) amounts payable to School District as school facilities mitigation payments under the terms of the School Facilities Mitigation Agreement to fund school facilities for CFD No. 2015-1 ("School Facilities") to accommodate students resulting from development of the Property, and (iii) certain facilities to be owned and operated by certain other public agencies ("Other Public Facilities").

I School District is authorized by Section 53313.5 of the Act to finance, by means of CFD No. 2015-1, the acquisition of Line A and the costs of the School Facilities of CFD No. 2015-1. This Agreement constitutes a "joint community facilities agreement" ("JCFA") within the meaning of Section 53316.2 of the Act by and between the LACFCD, the School District and the Property Owner, pursuant to which CFD No. 2015-1 will be authorized to finance Line A. The School District, CFD No. 2015-1 and Property Owner understand that the requirements of Government Code Section 53316.2(e) will be satisfied inasmuch as the amount paid by CFD No. 2015-1 to the School District for School Facilities from the proceeds of both Special Taxes (defined herein) and Bond Proceeds (defined herein) will be greater than the amount paid by CFD No. 2015-1 from the combination of such sources for Line A as shown in the CFD No. 2015-1 CFD Report submitted to the Governing Board (Board of Trustees) of the School District. As provided by Section 53316.6 of the Act, the LACFCD shall, subject to the terms and conditions of this Agreement, be responsible for operating and maintaining Line A.

J The Parties hereto find and determine that the residents of the School District and CFD No. 2015-1 will be benefitted by the acquisition of Line A by City and transfer to the LACFCD, and that this Agreement is beneficial to the interests of such entities and residents.

K. The School District, CFD No. 2015-1, LACFCD and Brookfield desire to enter into this Agreement in accordance with Section 53316.2, 53316.4 and 53316.6 of the Act in order to provide for the financing of the Line A facilities through the proceeds of Bonds issued by CFD No. 2015-1.

ARTICLE I
GENERAL PROVISIONS: CONDITIONS PRECEDENT

Section 1.1. Recitals. The above recitals are true and correct and are hereby incorporated by this reference.

Section 1.2. Definitions.

Unless the context clearly otherwise requires, the terms defined in this Section shall, for all purposes of this Agreement, have the meanings herein specified.

(a) “Act” means the Mello-Roos Community Facilities Act of 1982, as amended, commencing with Government Code Section 53311, et seq.

(b) “Agreement” means this Joint Community Facilities Agreement.

(c) “Board” means the Governing Board (Board of Trustees) of the William S. Hart Union High School District.

(d) “Bond Proceeds” or “Proceeds of the Bonds” shall mean those net funds generated by the sale of the Bonds, or other securities issued on behalf of or for the benefit of CFD No. 2015-1.

(e) “Bond Resolution” means, collectively, that Resolution, Resolution Supplement, Fiscal Agent Agreement, and/or other equivalent document(s), providing for the issuance of the Bonds.

(f) “Bonds” shall mean those bonds, or other securities, issued by, or on behalf of CFD No. 2015-1.

(g) “CFD No. 2015-1” means Community Facilities District No. 2015-1 of the William S. Hart Union High School District.

(h) “Line A” means the improvements described in Exhibit “B” attached hereto.

(i) “Line A Fund” means the fund(s) or account(s) (regardless of final designation in the Bond Resolution) into which a portion of the Proceeds of the Bonds may be deposited in accordance with the School Facilities Mitigation Agreement to acquire Line A.

(j) “MTD 1793” means the storm drain and appurtenant improvements constructed pursuant to Flood Control Permit (“PCFL No. 201401221”) and the plans and specifications approved in connection therewith.

(k) “Purchase Price” means the actual costs of the design, engineering and construction of Line A incurred by Property Owner, which is estimated to be \$8,123,267, which includes construction costs of \$6,248,667 and an allowance for soft costs equal to 30% of the construction costs.

(l) "Rate and Method" means the Rate and Method of Apportionment of the Special Tax pursuant to proceedings undertaken for the formation of CFD No. 2015-1 pursuant to the Act.

(m) "Special Taxes" means the special taxes expected to be authorized to be levied and collected pursuant to the Rate and Method.

(n) "State" means the State of California.

Words of the masculine gender shall be deemed and constructed to include correlative words of the feminine and neuter genders. Unless the context clearly otherwise indicates, words importing the singular number shall include the plural number and vice versa, and words importing persons shall include corporations and associations, including public bodies, as well as natural persons.

The terms "hereby," "hereof," "herein," "hereunder" and any similar terms, as used in this Agreement, refer to this Agreement.

ARTICLE II

FORMATION OF CFD AND ISSUANCE OF BONDS

Section 2.1. Formation of CFD No. 2015-1. The School District, pursuant to the School Facilities Mitigation Agreement, has conducted proceedings pursuant to the Act for the formation of CFD No. 2015-1, the authorization of the Special Taxes within CFD No. 2015-1, and the authorization of Bonds on behalf of CFD No. 2015-1.

Section 2.2. Issuance and Sale of Bonds. The Board, acting as the Legislative Body of CFD No. 2015-1, may, in its sole discretion, in accordance with its adopted policies ("CFD Policies") and the School Facilities Mitigation Agreement take action(s) to issue and sell one or more series of Bonds to finance the costs of public facilities.

Section 2.3. Bond Proceeds. Upon completion of the issuance of each series of Bonds, and receipt of the Bond Proceeds, CFD No. 2015-1 shall determine the amount of the Bond Proceeds allocable to finance the Purchase Price of Line A in accordance with the CFD Policies and the School Facilities Mitigation Agreement. Subject to the terms and conditions set forth herein, CFD No. 2015-1 shall pay the Purchase Price directly to Property Owner, or its successor or assign. Property Owner shall use the Payment Request Form set forth as Exhibit "C," which is attached hereto and incorporated herein by this reference, to request payment of the Purchase Price from the Line A Fund.

Section 2.4. Disbursements. Upon completion of the funding criteria set forth below and subject to the availability of Bond Proceeds therefor, Property Owner may execute and submit a payment request to CFD No. 2015-1 requesting disbursement from the Line A Fund of an amount equal to (but not greater than) the Purchase Price. The form of payment request shall be substantially in the form set forth in Exhibit "C" of this Agreement ("Payment Request"). The sole source of funds from which Property Owner will be entitled to receive the Purchase Price shall be the Bond Proceeds deposited into the Line A Fund or other funds available for such purpose pursuant to the School Facilities Mitigation Agreement.

Property Owner and CFD No. 2015-1 agree that no disbursement of Bond Proceeds, or other funds, shall be made for the Purchase Price unless and until all of the following have occurred: (a) the MTD 1793 facilities, including Line A, have been completed and accepted by the City, (b) the MTD 1793 facilities, including Line A, have been dedicated to, and accepted by, LACFCD, and (c) CFD No. 2015-1 has received documentation to confirm (a) and (b) above and to confirm the final construction cost of the Line A facilities.

Section 2.5. Responsibility for Line A.

(a) If the amount derived from Bond Proceeds and other CFD No. 2015-1 funds specified in Section 2.4 above, including investment earnings thereon, if any, are not sufficient to fund the total Purchase Price, the Parties hereto agree that all responsibility and liability for the amount of such shortfall(s) shall be and remain with the Property Owner, or its successors or assigns, and shall not lie with the School District, CFD No. 2015-1 or LACFCD.

(b) LACFCD expressly confirms and warrants to the School District that Line A under Golden Valley Road to be financed hereunder has not been previously financed by LACFCD with the proceeds of other tax-exempt securities or bonds. IF LACFCD accepts the transfer of Line A prior to the issuance of the Bonds, LACFCD shall, upon request, provide written notice to the School District of any such financing of Line A facilities to be financed hereunder until the issuance of the Bonds.

Section 2.6. Responsibility for Debt Service or Special Taxes. LACFCD's obligations under this Agreement shall be limited to its obligations with respect to the acceptance of the transfer and conveyance and the operation and maintenance of the MTD 1793, including Line A, as described in Article III, below, and LACFCD shall have no obligation, responsibility, or authority with respect to the issuance and sale of the Bonds, or the payment of the principal and interest thereon, or for the levy and collection of the Special Taxes to provide for the payment of principal and interest thereon, and CFD No. 2015-1 shall have the sole authority and responsibility for all such matters.

The Parties hereto specifically agree that the liabilities of CFD No. 2015-1 pursuant to the documents providing for the issuance of Bonds, including the Bond Resolution, shall not be or become liabilities of LACFCD.

Section 2.7. Administration of CFD No. 2015-1. The School District shall have the power and duty to provide for the administration of CFD No. 2015-1 and once it is formed, subject to the terms hereof and the School Facilities Mitigation Agreement, including employing and compensating all consultants and providing for the various other administration duties set forth in this Agreement. It is understood and agreed by Parties hereto that the LACFCD will not

be considered a participant in the proceedings relative to formation of CFD No. 2015-1 or the issuance of the Bonds, other than as a Party to this Agreement.

Section 2.8. Tax Matters. (a) In connection with the issuance of any Bonds, a portion of the proceeds of which are to be made available to finance the acquisition, construction and installation of the Line A facilities, Property Owner and LACFCD agree to execute and deliver such certifications and agreements as may be reasonably required in order for bond counsel to conclude that interest on such Bonds will be excluded from gross income under Section 103 of the Internal Revenue Code of 1986.

(b) LACFCD represents that the Line A facilities will not be used for any activity that constitutes a trade or business that is carried on by persons or entities, other than governmental entities ("Private Use"). The leasing of the Line A facilities or the access of a person or entity other than a governmental unit to the Line A facilities or services provided thereby on a basis other than as a member of the general public ("General Public Use") shall constitute a Private Use unless LACFCD obtains an opinion of bond counsel to the contrary. Use of the Line A facilities in a trade or business constitutes General Public Use only if the property is intended to be available and is in fact reasonably available for use on the same basis by natural persons not engaged in a trade or business.

(c) With respect to management and service contracts, the determination of whether a particular use of the Line A facilities constitutes Private Use shall be determined on the basis of applying Revenue Procedure 97 13, 1997 1 C.B. 632 (as modified by IRS Notice 2014-67). LACFCD represents that, as of the date hereof, no portion of the Line A facilities are expected to be subject to contracts or other arrangements with persons or entities engaged in a trade or business (other than governmental units) that involve the management of property or the provision of services that do not comply with the standards of Revenue Procedure 97 13 (as modified by IRS Notice 2014-67).

Section 2.9 Indemnification. Property Owner and BSCH undertake and agree to indemnify and hold harmless the School District, CFD No. 2015-1, the School District's Governing Board and all of their officers, agents, successors in interest, assigns, and employees (individually and collectively, "School District Indemnitees"), and at the option of counsel for the School District, defend by counsel satisfactory to counsel for the School District, the School District Indemnitees from and against any and all liens and claims of lien, suits, causes of action, claims, charges, damages (including consequential, incidental, or indirect), demands, judgments, civil fines, penalties, or losses of any kind or nature whatsoever that are incurred by, or asserted against, the School District Indemnitees, arising out of or in any way connected with the design, construction, installation or dedication of the Line A facilities. This indemnity shall apply whether occurring during the term of this Agreement and any time thereafter, and shall be in addition to any other rights or remedies which School District Indemnitees have under law, in equity or under this Agreement.

ARTICLE III **TRANSFER OF MTD 1793 TO LACFCD**

Section 3.1. Acceptance by LACFCD.

(a) LACFCD shall not be obligated to accept the transfer of MTD 1793 unless and until MTD 1793 has been completed in its entirety and accepted by the City, and the City has made a written request to transfer MTD 1793 to the LACFCD.

(b) The LACFCD shall, within 30 days of its receipt of the request from the City, perform all inspections of MTD 1793 that it deems necessary to confirm that MTD 1793 has been completed in accordance with PCFL No. 201401221.

(c) Within 45 days of the completion of the inspection(s), the LACFCD shall notify City and Property Owner, in writing, that either: (1) the LACFCD accepts the transfer and conveyance of MTD 1793; or (2) that the LACFCD's inspection(s) disclosed one or more deficiencies in MTD 1793, which deficiencies shall be specifically identified.

(d) If the LACFCD has notified City and Property Owner of one or more deficiencies in MTD 1793, the following provisions shall apply:

(i) Property Owner shall work diligently to correct all identified deficiencies and shall promptly notify the LACFCD, in writing, when all such corrections have been completed.

(ii) The LACFCD shall, within 30 days of its receipt of such notice, perform all re-inspections of MTD 1793 that it deems necessary to confirm that the corrections have been made.

(iii) Within 45 days of the completion of the re-inspection(s), the LACFCD shall notify City and Property Owner, in writing, that either: (1) the LACFCD accepts the transfer and conveyance of MTD 1793; or (2) that one or more deficiencies in MTD 1793, which deficiencies shall be specifically identified, have not been corrected.

(iv) If the LACFCD notifies City and Property Owner that one or more deficiencies have not been corrected, Property Owner and the LACFCD shall meet, in good faith, to resolve any disagreements as to the deficiencies.

(e) Following its acceptance of the MTD 1793, the LACFCD shall have ownership of, and the responsibility for maintenance and operation of MTD 1793.

Section 3.2. Transfer of Easements. As a condition precedent to the LACFCD's acceptance of MTD 1793, Property Owner and any other applicable owners shall provide a duly executed deed to the LACFCD conveying to LACFCD all easements that LACFCD determines are necessary or convenient to operate, maintain, repair and reconstruct MTD 1793.

Section 3.3. Environmental Contamination. Property Owner shall provide to the LACFCD an accurate and complete Phase 1 Environmental Site Assessment for MTD 1793 and the property in or on which MTD 1793 is located, in accordance with the most updated version of ASTM E1527 Standard Practice for Environmental Site Assessment: Phase 1 Environmental Site Assessment Process as published by the American Society for Testing and Materials, as said Standard Practice may be updated from time to time. The completion of any and all subsurface exploratory work, testing and remediation relating to any environmental contamination affecting

MTD 1793 or the property in or on which it is located, shall be a condition precedent to the acceptance of the MTD 1793 by the LACFCD.

Section 3.4. Warranty against Defective Work. Property Owner shall guarantee and warranty MTD 1793 against any defective work or labor done or defective materials furnished in connection with the construction of MTD 1793.

ARTICLE IV **TERM AND TERMINATION**

Section 4.1. Effective Date. This Agreement shall become effective and of full force and effect as of the date ("Effective Date") it is approved by the governing boards of all of the Parties, to be confirmed by the execution hereof by the authorized representatives of the Parties hereto.

ARTICLE V **ADDITIONAL GENERAL PROVISIONS**

Section 5.1. Recordkeeping. Property Owner agrees that they will cooperate in a timely manner with CFD No. 2015-1 and the School District, on behalf of the CFD No. 2015-1, in providing documentation, reports or other data reasonably required and requested by the School District and/or CFD No. 2015-1 in meeting the reporting requirements of the CFD No. 2015-1 under Sections 50075.1, 50075.3, and 50075.5 and Article 1.5 (commencing with Section 53410) of Chapter 3 of Part 1 of Division 2 of Title 5 of, the Government Code (collectively, the "Local Agency Special Tax and Bond Accountability Act"). Property Owner's reporting obligations pursuant to this Section shall be limited to providing reports or other data detailing the Purchase Price.

Section 5.2. Partial Invalidity. If any part of this Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be given effect to the fullest extent reasonably possible.

Section 5.3. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Party hereto. This Agreement may not be assigned without the prior written consent of the other Parties hereto, which consent shall not be unreasonably withheld, and any such non-consented assignment shall be void. This Agreement is for the sole benefit of the School District, the LACFCD, and the Property Owner and their successors and assigns (excluding property owners of residential lots within CFD No. 2015-1 who are end users, who shall not be considered to be the successors or assigns of the Property Owner and shall have no rights hereunder), and no other person or entity shall be deemed to be a beneficiary hereof or have an interest herein.

Section 5.4. Notice. Any notice, payment or instrument required or permitted by this Agreement to be given or delivered to any Party or other person shall be deemed to have been received when personally delivered or upon deposit of the same in the United States Post Office registered or certified, postage prepaid, addressed as follows:

If to School District:: William S. Hart Union High School District
21380 Centre Pointe Parkway
Santa Clarita, CA 91350
Attention: Superintendent

with a copy to the LACFCD: Los Angeles Department of Public Works
Land Development Division
900 S. Fremont Ave.
Alhambra, CA 91780
Attention: Anthony Nyivih

If to Property Owner: Synergy-Brookfield LLC &
Brookfield Southern California Holdings LLC
c/o Brookfield Residential Properties
12045 E. Water Front Drive, Suite 400
Playa Vista, CA 92626
Attention: Randy Johnson

with a copy to: O'Neil LLP
19900 MacArthur Blvd., Suite 1050
Irvine, CA 92612
Attention: John P. Yeager, Esq.

Any Party can change its address for delivery of notice by delivering written notice of such change or address to the other Parties within ten (10) calendar days prior to such change.

Section 5.5. Captions. The captions to Sections used herein are for convenience purposes only and are not part of this Agreement.

Section 5.6. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of California applicable to contracts made and performed in such State.

Section 5.7. Entire Agreement. This Agreement contains the entire agreement between the Parties with respect to the matters provided for herein and supersedes all prior agreements and negotiations between the Parties with respect to the subject matter of this Agreement.

Section 5.8. Amendments. This Agreement may be amended or modified only in writing executed by the authorized representative(s) of each of the Parties hereto.

Section 5.9. Waiver. The failure of any Party hereto to insist on compliance within any of the terms, covenants or conditions of this Agreement by any other Party hereto, shall not be deemed a waiver of such terms, covenants or conditions of this Agreement by such other Party, nor shall any waiver constitute a relinquishment of any other right or power for all or any other times.

Section 5.10. Cooperation and Execution of Documents. The Parties hereto agree to complete and execute any further or additional documents which may be necessary to complete or further the terms of this Agreement.

Section 5.11. Exhibits. The following exhibits attached hereto are incorporated into this Agreement by reference.

<u>Exhibit</u>	<u>Description</u>
"A"	Property Description
"B"	Line A Facilities Description
"C"	Payment Request Form

Section 5.12. Signatories. The signatories hereto represent that they have been appropriately authorized to enter into this Agreement on behalf of the party for whom they sign.

Section 5.13. Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.

[Signature page follows]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year written alongside their signature below.

APPROVED AS TO FORM:

BOWIE, ARNESON, WILES & GIANNONE
Attorneys for William S. Hart Union High
School District

By: _____

By: _____
President of the Governing Board of
the William S. Hart Union High
School District

ATTEST:

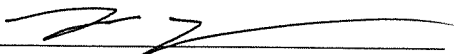
By: _____
Clerk of the Governing Board of the
William S. Hart Union High School
District

LOS ANGELES COUNTY FLOOD
CONTROL DISTRICT

By: _____

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel



Deputy

SYNERGY-BROOKFIELD LLC, a
California limited liability company

By: 
Its: ADRIAN FOLEY
PRESIDENT

By: _____
Its: _____


BROOKFIELD SOUTHERN CALIFORNIA
HOLDINGS LLC, a Delaware limited
liability company

By: 
Its: ADRIAN FOLEY
PRESIDENT

By: _____
Its: _____

SYNERGY-BROOKFIELD LLC, a
California limited liability company

By: _____
Its: _____

By: 
Its: CFO

BROOKFIELD SOUTHERN CALIFORNIA
HOLDINGS LLC, a Delaware limited
liability company

By: _____
Its: _____


By: 
Its: CFO

EXHIBIT “A”

PROPERTY DESCRIPTION

[CFD NO. 2015-1 BOUNDARY MAP]

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20150770753



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Recorder's Office, Los Angeles County,
California

06/26/15 AT 01:35PM

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PAID:	14.00



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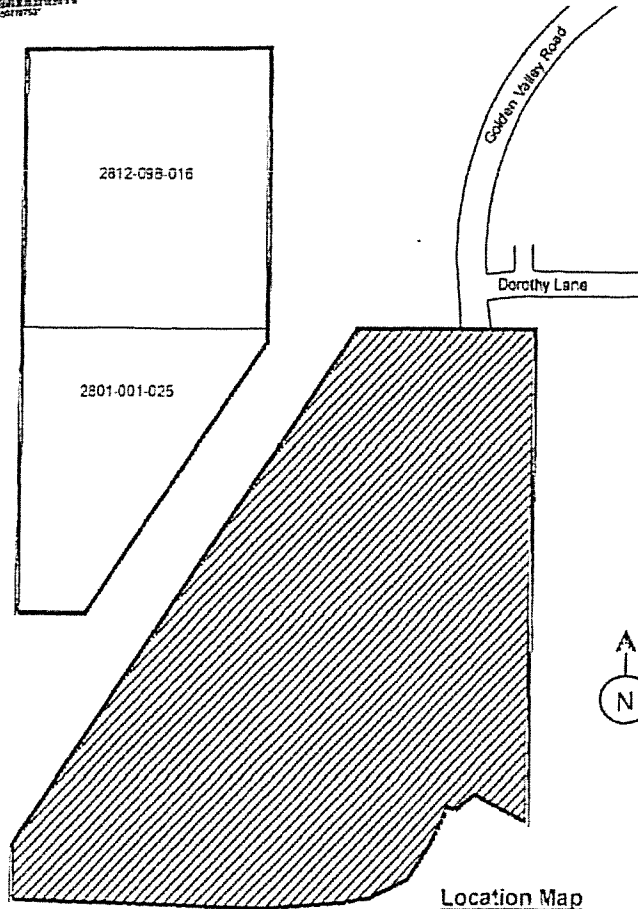
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Sheet 1 of 2

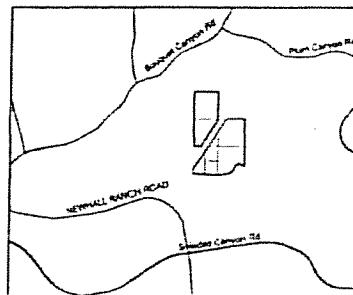
PROPOSED BOUNDARIES OF
WILLIAM S. HART UNION HIGH SCHOOL DISTRICT
COMMUNITY FACILITIES DISTRICT NO. 2015-1
LOS ANGELES COUNTY
STATE OF CALIFORNIA

AX 2 5 7 15



Location Map

FILED
AT REQUEST OF
CITY CLERK
35 Wm
PAST 1 PM
BY BOOK
24-25
AT PRICE
OF \$100.00 PER PAGE
LOS ANGELES COUNTY, CA
Register/Recorder/County Clerk
JAMES BLANKS
BY
11.10
WEX -
L.A. PER. CODE 20 8-7.03



LEGEND

- Boundaries of Community Facilities District No. 2015-1
- Exhibit A
- Boundaries of Assessor's Parcel
- Assessor's Parcel Number

Reference is hereby made to the Assessor maps of the County of Los Angeles as of November 1, 2014 for an exact description of the lines and dimensions of each lot and parcel.

(1) Filed in the office of the Clerk of the Governing Board of the William S. Hart Union High School District this 17 day of June, 2015.

Marie Rueda-Larrie
Clerk of the Governing Board, William S. Hart Union High School District, State of California

(2) I hereby certify that the within map showing the proposed boundaries of Community Facilities District No. 2015-1 of the William S. Hart Union High School District, Los Angeles County, State of California, was approved by the Governing Board of the William S. Hart Union High School District at a regular meeting thereof, held on this 17 day of June, 2015 by its Resolution No. 14/15-76

Marie Rueda-Larrie
Clerk of the Governing Board, William S. Hart Union High School District, State of California

(3) Filed this _____ day of _____, 2015, at the hour of _____ o'clock _____, in Book _____ of Maps of Assessment and Community Facilities Districts at Pages _____ and as Instrument No. _____ in the office of the County Recorder of Los Angeles County, State of California

County Recorder of Los Angeles County
Dean C. Logan

Prepared by:
Dolinka Group LLC

Sheet 2 of 2

EXHIBIT A
PROPOSED BOUNDARIES OF
WILLIAM S. HART UNION HIGH SCHOOL DISTRICT
COMMUNITY FACILITIES DISTRICT NO. 2015-1
LOS ANGELES COUNTY
STATE OF CALIFORNIA

LEGAL DESCRIPTION

THE PORTION OF ASSESSOR'S PARCEL NUMBERS 2801-001-003, 2801-001-005, 2801-001-023, 2801-001-024 2801-001-025, AND 2801-001-026 BEING LOT NUMBERS 1 THROUGH 29 OF VESTING TRACT NO. 60258-01, SUCH TRACT MAP BEING RECORDED ON NOVEMBER 12, 2014 AS INSTRUMENT NUMBER 20141203405 IN BOOK 1380 AT PAGES 77 THROUGH 89 IN THE RECORDS OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA.

Reference is hereby made to the Assessor maps of the County of Los Angeles as of November 1, 2014 for an exact description of the lines and dimensions of each lot and parcel.

EXHIBIT "B"

MTD 1793/LINE A DESCRIPTION

The Line A Storm Drain system consists of approx. 8,151 LF of storm drain conveyance pipe along Golden Valley Road. The pipe ranges from 66" to 18". It handles 53 acres of bulk flow as well as surface flows for Golden Valley Road and arterial connection roads.

[See attached map of Line A]

EXHIBIT "C"

**PAYMENT REQUEST FORM
COMMUNITY FACILITIES DISTRICT NO. 2015-1**

PAYMENT REQUEST FORM LINE A FUND:

()
()

PROGRESS PAYMENT
FULL/FINAL PAYMENT

The Fiscal Agent is hereby requested to pay from the [Line A Fund] established by Resolution No. ____ of the Legislative Body of the School District, adopted on _____, 20____, and the Fiscal Agent Agreement dated as of _____, 20____, executed in accordance therewith, to the person, corporation, or other entity designated below as Payee, the sum set forth below such designation, in payment of the Purchase Price described below. The amount shown below is due and payable under the School Facilities Mitigation Agreement and/or the Joint Community Facilities Agreement and authorization with respect to the Purchase Price described below and has not formed the basis of any prior request for payment of the Purchase Price.

Payee: **[Property Owner]**

Address: _____

Amount: _____

Total Purchase Price Paid: \$ _____

Executed by Authorized Representative for
Community Facilities District No. 2015-1

-EXHIBIT-

Signature: _____

Name: _____

Title: _____

Dated: _____

Payment Request No.: _____

[Attach to all requisitions copies of County verification(s)/Property Owner certification(s)]

[Exhibit C (Continued)]

[ON LACFCD LETTERHEAD]

VERIFICATION BY LACFCD

As an authorized representative and on behalf of the Los Angeles County Flood Control District ("LACFCD"), I hereby verify that LACFCD has not previously reimbursed Synergy-Brookfield LLC (or its successors or assigns) for any costs of the Line A Facilities.

Dated: _____, 20__

By: _____
Authorized Representative of LACFCD

Name: _____

Title: _____

[Exhibit C (Continued)]

[ON PROPERTY OWNER LETTERHEAD]

CERTIFICATION AND REPRESENTATION OF *[PROPERTY OWNER]*

On behalf of *[Property Owner name]*, I hereby certify and represent that the above-referenced Purchase Price of \$_____ is currently due to *[Property Owner name]* and has not been previously reimbursed by LACFCD to *[Property Owner name]* (or to any of its successors and assigns).

Dated: _____, 200_____

By:

Authorized Representative of
[Property Owner name]

Name: _____

Title: _____